

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

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6 FEDERAL TRADE COMMISSION,  
7 Plaintiff,  
8 v.  
9 INFUSION MEDIA, INC., *et al.*,  
10 Defendants.  
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Civil Action No. 2:09-cv-01112-  
GMN-LRL

STIPULATED FINAL  
JUDGMENT AND ORDER  
FOR PERMANENT  
INJUNCTION AND OTHER  
EQUITABLE RELIEF AS TO  
INFUSION MEDIA, INC.;  
WEST COAST INTERNET  
MEDIA, INC.; TWO  
WARNINGS, LLC; TWO  
PART INVESTMENTS, LLC;  
PLATINUM TELESERVICES,  
INC.; JONATHAN EBORN;  
STEPHANIE BURNSIDE;  
MICHAEL McLAIN MILLER;  
AND TONY NORTON

13 This matter comes before the Court on the stipulation of Plaintiff, the Federal  
14 Trade Commission ("FTC" or the "Commission"), and Defendants Infusion Media, Inc.;  
15 West Coast Internet Media, Inc.; Two Warnings, LLC; Two Part Investments, LLC;  
16 Platinum Teleservices, Inc.; Jonathan Eborn; Stephanie Burnside; Michael McLain  
17 Miller; and Tony Norton (collectively, "Defendants"). On June 22, 2009, the  
18 Commission filed a Complaint for Permanent Injunction and Other Equitable Relief  
19 ("Complaint") in this matter, alleging violations of Section 5(a) of the Federal Trade  
20 Commission Act ("FTC Act"), 15 U.S.C. § 45(a), Section 907(a) of the Electronic Fund  
21 Transfer Act ("EFTA"), 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E,  
22 12 C.F.R. § 205.10(b). The Commission and Defendants have agreed to the entry of this  
23 Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable  
24 Relief ("Order") as a settlement of the claims against Defendants alleged in the  
25 Complaint. Accordingly, the Court makes the following findings and enters judgment in  
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1 this action as set forth below:

2 **FINDINGS**

3 1. This Court has jurisdiction of the subject matter of this case and over the  
4 parties. The District of Nevada is a proper venue for this action.

5 2. The activities of Defendants described in the Complaint were in or  
6 affecting commerce within the meaning of the FTC Act, 15 U.S.C. §§ 44, 45.

7 3. If the factual allegations therein are accepted as true, the Complaint states a  
8 claim upon which relief may be granted against Defendants.

9 4. Defendants enter into this Order freely and without coercion. Defendants  
10 acknowledge that they have each read, understand, and are prepared to abide by the  
11 provisions of this Order.

12 5. The parties stipulate and agree to this Order, without trial or adjudication  
13 of any issue of fact or law, to settle and resolve all matters in dispute arising from the  
14 Complaint to the date of this Order.

15 6. By entering into this Order, Defendants do not admit to the allegations set  
16 forth in the Complaint, other than the jurisdictional facts.

17 7. Defendants waive all rights to seek judicial review or otherwise challenge  
18 or contest the validity of this Order.

19 8. Each party shall bear its own costs and attorney fees. Defendants further  
20 waive and release any claims they may have against the Commission, its employees,  
21 representatives, or agents. Defendants agree that this Order does not entitle them to seek  
22 or to obtain attorney fees as a prevailing party under the Equal Access to Justice Act, 28  
23 U.S.C. § 2412, *amended by* Pub. L. No. 104-121, 110 Stat. 847, 863–64 (1996), and they  
24 further waive any rights to attorney fees that may arise under said provision of law.



1 consumer by any other method.

2 4. “Clear and Conspicuous” or “Clearly and Conspicuously” mean that:

- 3 a. in print communications, the disclosure shall be in a type size and  
4 location sufficiently noticeable for an ordinary consumer to read  
5 and comprehend it, in print that contrasts with the background  
6 against which it appears; and in multi-page print communications,  
7 the disclosure shall appear on the cover or first page;
- 8 b. in communications disseminated orally, the disclosure shall be  
9 delivered in a volume and cadence sufficient for an ordinary  
10 consumer to hear and comprehend it; and
- 11 c. in Internet communications, the disclosure shall be made next to  
12 any advertised price or cost (including free), and where consumers’  
13 financial account information is required, without the use of pop-up  
14 windows or hyperlinks to other electronic pages to display Material  
15 information.

16 5. “Corporate Defendants” means Infusion Media, Inc.; West Coast Internet  
17 Media, Inc.; Two Warnings, LLC; Two Part Investments, LLC; and Platinum  
18 Teleservices, Inc., and their successors and assigns.

19 6. “Defendants” means all of the Individual Defendants and the Corporate  
20 Defendants.

21 7. “Defendants’ Financial Statements” means (a) the letter describing the  
22 assets of the Receivership Defendants signed by the Individual Defendants and dated  
23 August 3, 2009 and (b) the Federal Trade Commission Financial Statement  
24 questionnaires concerning each of the Receivership Defendants, signed by the Individual  
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1 Defendants, and dated August 13, 2009; (c) the Federal Trade Commission Financial  
2 Statement questionnaire concerning Jonathan Eborn and Stephanie Burnside, signed by  
3 Defendants Eborn and Burnside, and dated July 13, 2009; (d) the Federal Trade  
4 Commission Financial Statement questionnaire concerning Jonathan Eborn and  
5 Stephanie Burnside, signed by Defendants Eborn and Burnside, and dated June 6, 2010;  
6 (e) the Federal Trade Commission Financial Statement questionnaire concerning  
7 Michael McLain Miller, signed by Defendant Miller, and dated July 15, 2009; (f) the  
8 Federal Trade Commission Financial Statement questionnaire concerning Michael  
9 McLain Miller, signed by Defendant Miller, and dated June 8, 2010; (g) the Federal  
10 Trade Commission Financial Statement questionnaire concerning Tony Norton, signed  
11 by Defendant Norton, and dated July 14, 2009; and (h) the Federal Trade Commission  
12 Financial Statement questionnaire concerning Tony Norton, signed by Defendant  
13 Norton, and dated June 9, 2010, including any amendments.

14 8. "Document" is synonymous in meaning and equal in scope to the usage of  
15 the term in Federal Rule of Civil Procedure 34(a), and includes writings, drawings,  
16 graphs, charts, photographs, audio and video recordings, computer records, and other  
17 data compilations from which information can be obtained and translated, if necessary,  
18 through detection devices into reasonably usable form. A draft or non-identical copy is a  
19 separate document within the meaning of the term.

20 9. "Individual Defendants" means Jonathan Eborn, Stephanie Burnside,  
21 Michael McLain Miller, and Tony Norton.

22 10. "Material" means likely to affect a person's choice of, or conduct  
23 regarding, goods or services.

24 11. "Negative Option Feature" means, in an offer or agreement to sell  
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1 or provide any goods or services, a provision under which the customer's silence or  
2 failure to take an affirmative action to reject goods or services or to cancel the agreement  
3 is interpreted by the seller or provider as acceptance of the offer.

4 12. "Person" means a natural person, an organization or other legal entity,  
5 including a corporation, partnership, sole proprietorship, limited liability company,  
6 association, cooperative, or any other group or combination acting as an entity.

7 13. "Preauthorized Electronic Fund Transfer," as defined by the Electronic  
8 Fund Transfer Act, 15 U.S.C. § 1693a(9), means an electronic fund transfer authorized  
9 in advance to recur at substantially regular intervals.

10 14. "Receiver" shall mean Robert G. Wing, the receiver appointed in this  
11 action for the Receivership Defendants.

12 15. "Receivership Defendants" means the Corporate Defendants.

13 16. "Representatives" means Defendants' successors, assigns, officers, agents,  
14 servants, employees, or attorneys, and any Person or entity in active concert or  
15 participation with them who receives actual notice of this Order by personal service or  
16 otherwise.

## 17 **ORDER**

### 18 **I.**

#### 19 **BAN ON NEGATIVE OPTION PROGRAMS**

20 **IT IS THEREFORE ORDERED** that the Defendants are hereby permanently  
21 restrained and enjoined from engaging or participating in the advertisement, marketing,  
22 promotion, offering for sale, or sale of any product or service with a Negative Option  
23 Feature, whether acting directly or through any entity, corporation, subsidiary, division,  
24 affiliate, or other device. Nothing in this Order shall be read as an exception to this

1 Section I.

2 **II.**

3 **PROHIBITED BUSINESS ACTIVITIES**

4 **IT IS FURTHER ORDERED** that, in connection with the advertising,  
5 marketing, promotion, offering for sale, or sale of any product or service, the Defendants  
6 and their Representatives, whether acting directly or through any entity, corporation,  
7 subsidiary, division, affiliate, or other device, are hereby permanently restrained and  
8 enjoined from failing to disclose, Clearly and Conspicuously, the Material terms and  
9 conditions of the offer, including but not limited to

- 10 A. All products and/or services that are part of the sales offer, including but  
11 not limited to products and/or services provided by third parties;  
12 B. That consumers' credit or debit account information will be used to Charge  
13 consumers for all products and/or services; and  
14 C. The cost and quantity of all products and/or services.

15 **III.**

16 **PROHIBITED REPRESENTATIONS**

17 **IT IS FURTHER ORDERED** that, in connection with the advertising,  
18 marketing, promotion, offering for sale, or sale of any product or service, Defendants  
19 and their Representatives, whether acting directly or through any entity, corporation,  
20 subsidiary, division, affiliate or other device, are hereby restrained and enjoined from

- 21 A. Making, expressly or by implication,  
22 1. Any Material representation about the benefits, performance, or  
23 efficacy of such product or service, including but not limited to  
24 representations about income, earnings, or profits that consumers  
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1 who order such product or service are likely to earn, unless the  
2 representation is true and, at the time that the representation is  
3 made, the Defendants possess and rely upon competent and reliable  
4 evidence that substantiates the representation; or

5 2. Any false or misleading statement or representation of Material fact  
6 about such product or service, including but not limited to

7 i. Falsely representing an affiliation with, or endorsement or  
8 sponsorship by, any person, government entity, or business  
9 entity, including but not limited to Google Inc.;

10 ii. Falsely representing the total costs to purchase, receive, or  
11 use, and the quantity of, such products or services;

12 iii. Falsely representing any Material aspect of the nature or  
13 central characteristics of such product or service; and

14 iv. Falsely representing, expressly or by implication, any  
15 Material aspect of the nature or terms of the refund,  
16 cancellation, exchange, or repurchase policies applicable to  
17 such product or service;

18 B. Assisting Others in making, expressly or by implication, a representation  
19 enumerated in Section III.A.1 under circumstances in which the  
20 Defendants know or consciously avoid knowing that the representation is  
21 untrue or unsubstantiated; or

22 C. Assisting Others in making, expressly or by implication, a representation  
23 enumerated under Section III.A.2 under circumstances in which the  
24 Defendants know or consciously avoid knowing that the statement or  
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1 representation is false or misleading.

2 **IV.**

3 **ACTIVITIES PROHIBITED PURSUANT TO THE ELECTRONIC FUND**  
4 **TRANSFER ACT**

5 IT IS FURTHER ORDERED that the Defendants and their Representatives,  
6 whether acting directly or through any entity, corporation, subsidiary, division, affiliate,  
7 or other device, or any of them, in connection with any consumer who purchases any  
8 product or service subsequent to the date of this Order and who uses a debit card or other  
9 means of electronic funds transfer, are hereby restrained and enjoined from failing to  
10 obtain written authorization for Preauthorized Electronic Fund Transfers from the  
11 consumer's account before initiating any Preauthorized Electronic Fund Transfer and  
12 from failing to provide a copy of the written authorization to the consumer, as required  
13 by Section 907(a) of EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation  
14 E, 12 C.F.R. § 205.10(b), and as more fully set out in Section 205.10 of the Federal  
15 Reserve Board's Official Staff Commentary to Regulation E, 12 C.F.R. § 205, Supp. I,  
16 or as they may hereafter be amended.

17 **V.**

18 **PROHIBITIONS AGAINST DISCLOSURE OF CUSTOMER INFORMATION**

19 **IT IS FURTHER ORDERED** that the Defendants and their Representatives are  
20 permanently restrained and enjoined from

21 A. disclosing, using, or benefitting from customer information, including the  
22 name, address, telephone number, e-mail address, social security number, other  
23 identifying information, or any data that enables access to a customer's account  
24 (including a credit card, bank account, or other financial account), of any person that was  
25 obtained by any Defendant in connection with the sale of any product or service during

1 the period from January 1, 2007, through the date of entry of this Order; and

2 B. failing to dispose of such customer information in all forms in their  
3 possession, custody, or control within thirty (30) days after entry of this Order. Disposal  
4 shall be by means that protect against unauthorized access to the customer information,  
5 such as by burning, pulverizing, or shredding any papers, and by erasing or destroying  
6 any electronic media, to ensure that the customer information cannot practicably be read  
7 or reconstructed.

8 *Provided, however,* that customer information need not be disposed of, and may  
9 be disclosed, to the extent requested by a government agency or required by a law,  
10 regulation, or court order.

11 **VI.**

12 **MONETARY JUDGMENT AND SURRENDER OF ASSETS**

13 **IT IS FURTHER ORDERED** that judgment is hereby entered in favor of the  
14 Commission and against Defendants, jointly and severally, in the amount of twenty-nine  
15 million, four hundred thousand, three hundred twenty dollars and fifty-seven cents  
16 (\$29,497,320.57), except that the judgement against Stephanie Burnside is in the amount  
17 of seven hundred forty-one thousand, nine hundred dollars (\$741,900), as equitable  
18 monetary relief for consumer injury; *provided, however,* subject to the provisions of  
19 Section VIII below, judgment shall be suspended upon Defendants' completion of the  
20 requirements stated in Subsections A–C of this Section.

21 A. Effective upon the entry of this Order, Defendants surrender to the FTC all  
22 control, title, dominion, and interest in the following assets:

- 23 1. The Receivership Defendants and all assets of the Receivership  
24 Defendants;

2. All funds of any of the Defendants in the possession of the Receiver;
3. The 2008 Infiniti FX titled to Stephanie Burnside with Vehicle Identification Number JNRAS08WX8X210535 and Utah title number UT8712155;
4. The 2004 Nissan Titan Crew Cab 4x4 titled to Michael McLain Miller with Vehicle Identification Number 1N6AA07BX4N585815 and Utah title number UT8302058;
5. Michael McLain Miller's interest in the 2004 Harley Davidson Road King motorcycle identified in Item 21 of the Federal Trade Commission Financial Statement questionnaire concerning Michael McLain Miller, signed by Defendant Miller, and dated July 15, 2009;
6. Michael McLain Miller's interest in the Super Air Naticque 230 towboat and engine – Boat Hull No. CTC 930 821 809, Engine No. 02-601V-01-485866, and Utah Vessel Registration No. UT 5287AF.
7. The gun collection owned by Michael McLain Miller and identified in Item 20 of the Federal Trade Commission Financial Statement questionnaire concerning Michael McLain Miller, signed by Defendant Miller, and dated July 15, 2009. The gun collection includes the following nine (9) guns, including Armalite AR 50 with Leupold scope and accessories; Sig. 556 SWAT; Benelli Super Black Eagle II 12 Gauge; Ruger 10/22; Yugo 7.62x39 with folding

1 stock; Hi Point 9mm Carbine with scope; Glock 23 40SW with  
2 tritium sights; Springfield XD(m) 40SW Limited; Puma model  
3 92.44 mag carbine.

4 8. All funds held by Hedgehog Solutions in the name of Infusion  
5 Media, Inc.;

6 9. All funds held by Process America, Inc., in any account in the name  
7 of any Defendant or any corporation, partnership, or other entity  
8 directly or indirectly owned, managed, or controlled by any  
9 Defendant, or of which any Defendant is an Officer, Director,  
10 Member, or Manager, including but not limited to those accounts  
11 identified with the DBA designations INCOME INITIATIVE PRO,  
12 MONY TREE SYSTEMS, and SAFELOCK ID and identified by  
13 account number in Attachment A to this Order;

14 10. All funds held by JPMorgan Chase Bank, N.A., in the name of TDN  
15 Holdings, Inc., including but not limited to the accounts ending in  
16 9469 and 3537;

17 11. All funds held by Family First Federal Credit Union in the name of  
18 Michael McLain Miller and/or M. McLain Miller, including but not  
19 limited to the account ending in 5832; and

20 12. All funds held by America First Credit Union in the name of  
21 Stephanie Burnside or in accounts to which Stephanie Burnside is a  
22 signatory, including but not limited to the accounts ending in 3785-  
23 6 and 6017-5.

24 B. Immediately upon entry of this Order, Defendants Eborn and Burnside  
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1 shall deliver possession to the Receiver of the assets identified in Section VI.A.3 (the  
2 “Eborn-Burnside Assets”). The Receiver is hereby directed to market and sell the  
3 Eborn-Burnside Assets. Defendants Eborn and Burnside shall take all steps necessary to  
4 assist the Receiver in the sale of the Eborn-Burnside Assets and shall not add any  
5 encumbrances on the Eborn-Burnside Assets. Defendants Eborn and Burnside shall be  
6 responsible for all taxes and fees assessed against them resulting from the sale of the  
7 Eborn-Burnside Assets.

8 C. Immediately upon entry of this Order, Defendant Miller shall deliver  
9 possession to the Receiver of the assets identified in Section VI.A.4–7 (the “Miller  
10 Assets”). The Receiver is hereby directed to market and sell the Miller Assets.  
11 Defendant Miller shall take all steps necessary to assist the Receiver in the sale of the  
12 Miller Assets and shall not add any encumbrances on the Miller Assets. Defendant  
13 Miller shall be responsible for all taxes and fees assessed against him resulting from the  
14 sale of the Miller Assets.

15 D. To effect the surrender of the funds identified in Section VI.A.8–9, the  
16 Court directs that the entities holding the funds or their successors shall, immediately  
17 upon receiving notice of this Order, remit the funds to the Commission by certified  
18 check(s) or other guaranteed funds payable to the Federal Trade Commission, Financial  
19 Management Office, or by wire transfer in accordance with directions provided by  
20 counsel for the Commission. To the extent any identified third party cannot comply with  
21 this Subsection without the assistance of Defendants, such party must, within three (3)  
22 business days of receiving this Order, notify such Defendant(s) and counsel for the  
23 Commission of its inability to comply. Such notification shall specify the actions by  
24 such Defendant(s) that are necessary to comply with this Order. Defendants shall  
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1 immediately complete any action necessary to facilitate the identified third party's ability  
2 to timely comply with this Subsection, and the failure of such Defendant(s) to complete  
3 such action within ten (10) days shall be deemed a violation of the Order and interest at  
4 the rate prescribed in 28 U.S.C. § 1961 shall immediately begin to accrue.

5 E. Defendants relinquish all dominion, control, and title to the assets  
6 surrendered or paid to the fullest extent permitted by law. Defendants shall make no  
7 claim to or demand return of these assets, directly or indirectly, through counsel or  
8 otherwise.

9 F. Defendants acknowledge and agree that the Receiver has authority under  
10 this Order to take any steps necessary to dissolve and wind down the Receivership  
11 Defendants and liquidate the assets of the Receivership Defendants, the Eborn-Burnside  
12 Assets, and the Miller Assets.

13 G. In the event that it is necessary to execute additional documents to transfer  
14 or liquidate assets of the Receivership Defendants or any other assets that are to be  
15 surrendered under this Order, or to dissolve and wind down the Receivership  
16 Defendants, Defendants shall execute such documents within three business days of a  
17 request from the Receiver or the FTC.

18 H. The Receiver shall remit the assets of the Receivership Defendants, the  
19 proceeds of the sale of the Eborn-Burnside Assets, and the proceeds of the sale of the  
20 Miller Assets in accordance with the provisions of this Order concerning the Receiver's  
21 Final Report and Disbursement.

22 I. Any funds transferred or paid to the Federal Trade Commission pursuant to  
23 this Section, Section VII.D, Section X.R, Section XII.D.2, or Section XII.F of this Order  
24 shall be deposited into a fund administered by the Commission or its agent to be used for  
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1 equitable relief, including but not limited to, consumer redress and any attendant  
2 expenses for the administration of any redress fund. In the event that direct redress to  
3 consumers is wholly or partially impracticable or funds remain after redress is  
4 completed, the Commission may apply any remaining funds to such other equitable  
5 relief (including consumer information remedies) as it determines to be reasonably  
6 related to the acts and practices alleged in the Complaint. Any funds not used for such  
7 equitable relief shall be deposited in the United States Treasury as disgorgement.  
8 Defendants shall have no right to challenge the Commission's choice of remedies under  
9 this Section.

10 J. Defendants agree that the facts as alleged in the Complaint filed in this  
11 action shall be taken as true without further proof in any bankruptcy case or subsequent  
12 civil litigation pursued by the Commission to enforce its rights to any payment or money  
13 judgment pursuant to this Order, including but not limited to a nondischargeability  
14 complaint in any bankruptcy case. Defendants further stipulate and agree that the facts  
15 alleged in the Complaint establish all elements necessary to sustain an action pursuant to,  
16 and that this Order shall have collateral estoppel effect for purposes of,  
17 Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A).

18 K. In accordance with 31 U.S.C. § 7701, Defendants are hereby required,  
19 unless they have done so already, to furnish to the Commission their taxpayer  
20 identification numbers (Social Security numbers and employer identification numbers),  
21 which shall be used for purposes of collecting and reporting on any delinquent amount  
22 arising out of Defendants relationship with the government.

1 **VII.**

2 **ESTABLISHMENT OF ESCROW ACCOUNT**  
3 **AND PAYMENT OF TAX LIABILITY**

4 **IT IS FURTHER ORDERED** that upon entry of this Order, the Receiver shall  
5 establish an interest-bearing escrow account and/or interest-bearing trust account (the  
6 “Escrow Account”) for the purpose of paying federal and state personal income taxes  
7 due and owing to the Internal Revenue Service/United States Treasury or the State of  
8 Utah for (1) Defendants Eborn and Burnside for tax years 2007, 2008, and 2009, up to  
9 the amount of the funds identified in Section VI.A.12 and Section VII.B, and  
10 (2) Defendant Miller for tax years 2008 and 2009, up to the amount of the funds  
11 identified in Section VI.A.11 and Section VII.C, and (3) Defendant Norton for tax years  
12 2007, 2008, and 2009, up to the amount of the funds identified in Section VI.A.10 (all  
13 collectively, the “Tax Liability”). The sole signatory to the account shall be the Escrow  
14 Agent selected by the Receiver, and access to the funds held in the account shall be  
15 solely through the Escrow Agent.

16 A. To effect the surrender of the funds identified in Section VI.A.10–12, the  
17 Court directs that the entities holding the funds or their successors shall, immediately  
18 upon receiving notice of this Order, remit the funds to the Escrow Account by certified  
19 check(s), by other guaranteed funds, or by wire transfer in accordance with directions  
20 provided by the Receiver. To the extent any identified third party cannot comply with  
21 this Subsection without the assistance of Defendants, such party must, within three (3)  
22 business days of receiving this Order, notify such Defendant(s) and counsel for the  
23 Commission of its inability to comply. Such notification shall specify the actions by  
24 such Defendant(s) that are necessary to comply with this Order. Defendants shall  
25 immediately complete any action necessary to facilitate the identified third party’s ability



1 to timely comply with this Subsection, and the failure of such Defendant(s) to complete  
2 such action within ten (10) days shall be deemed a violation of the Order and interest at  
3 the rate prescribed in 28 U.S.C. § 1961 shall immediately begin to accrue.

4 B. Within five (5) days of the entry of this Order, Defendants Eborn and  
5 Burnside shall, either acting directly or through counsel, deposit \$78,000 (seventy-eight  
6 thousand dollars) into the Escrow Account.

7 C. Within five (5) days of the entry of this Order, the Receiver shall transfer  
8 \$118,483 (one hundred eighteen thousand, four hundred eighty-three dollars),  
9 representing personal funds of Defendant Miller that were placed in the custody of the  
10 Receiver, into the Escrow Account from the assets of the Receivership Defendants.

11 D. Upon the Individual Defendants' provision to the Federal Trade  
12 Commission and the Escrow Agent of proof of filed returns concerning the Tax  
13 Liability, the Escrow Agent shall remit appropriate payment to the applicable  
14 government entity within ten (10) days, provided, however that no such payment shall be  
15 made for any tax return submitted to the Escrow Agent after November 1, 2010. Within  
16 fourteen (14) days of any such payment, the Escrow Agent shall provide written proof of  
17 payment to the Federal Trade Commission. Any portion of the Tax Liability not  
18 satisfied by the payments made pursuant to this Subsection shall be solely the  
19 responsibility of the Individual Defendants. Upon the earlier of either (1) the payment of  
20 the Tax Liability or (2) November 15, 2010, all funds remaining in the Escrow Account  
21 shall be remitted by the Escrow Agent to the Federal Trade Commission.

22 E. To the extent allowable by the Internal Revenue Service and the taxing  
23 authorities of any relevant states, the Individual Defendants may take all deductions and  
24 other tax benefits that are legally available to them resulting from any payments by one  
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1 or more of the Defendants pursuant to Section VI of this Order, *except that* the  
2 Individual Defendants may not take any net operating loss carryforwards or otherwise  
3 take deductions or tax benefits resulting from such payments with regard to any tax  
4 liability other than the Tax Liability as defined in this Order. If Defendants Eborn,  
5 Burnside, Miller, or Norton obtain a credit or refund of any taxes or penalties paid for  
6 the Tax Liability, such defendant shall notify the FTC immediately of such credit or  
7 refund and pay to the Commission within five (5) days the amount of such credit or  
8 refund, together with any interest such defendant has earned in connection with the  
9 credit or refund. Within ten (10) days of a request by the FTC to Defendant Eborn,  
10 Burnside, Miller, or Norton, such defendant will complete, date, sign, and submit to the  
11 Internal Revenue Service, along with the applicable IRS fee, an IRS Form 4506 directing  
12 that a copy of such defendant's federal tax return and any amended return for tax years  
13 2007, 2008, and 2009 be sent to the FTC.

#### 14 **VIII.**

#### 15 **RIGHT TO REOPEN**

16 **IT IS FURTHER ORDERED** that:

17 A. The Commission's agreement to and the Court's approval of this Order are  
18 expressly premised upon the truthfulness, accuracy, and completeness of Defendants'  
19 Financial Statements, all of which Defendants assert are truthful, accurate, and complete.  
20 Defendants and the Commission stipulate that Defendants' Financial Statements provide  
21 the basis for the monetary judgment in Section VI of this Order and that the Commission  
22 has relied on the truthfulness, accuracy, and completeness of Defendants' Financial  
23 Statements.

24 B. If, upon motion by the Commission, this Court finds that any Defendant(s)  
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1 has (1) materially misstated in Defendants' Financial Statements, the value of any asset,  
2 (2) made any material misrepresentation or omitted material information concerning his  
3 or her financial condition by failing to disclose any asset that should have been disclosed  
4 in Defendants' Financial Statements, or (3) made any other material misstatement or  
5 omission in Defendants' Financial Statements, the Court shall terminate, as to the  
6 offending Defendant(s), the suspension of the monetary judgment entered in  
7 Section VI.A. The Court, without further adjudication, shall enter a modified judgment  
8 holding the offending Defendant(s) liable to the Commission in the amount of  
9 \$29,497,320.57 for consumer redress, less any amounts turned over to the FTC pursuant  
10 to Section VI of this Order, provided however that Stephanie Burnside's liability to the  
11 Commission shall not exceed \$741,900. Upon such reinstatement of the monetary  
12 judgment, the Court shall make an express determination that the judgment shall become  
13 immediately due and payable by the offending Defendant(s), jointly and severally, and  
14 the Commission shall be entitled to interest computed from the day of entry of this Order  
15 at the rate prescribed under 28 U.S.C. § 1961, as amended, on the unpaid balance. The  
16 Commission shall be permitted to execute on the judgment immediately after the  
17 suspension is lifted and engage in discovery in aid of execution.

18 C. Defendants acknowledge and agree that (1) this monetary judgment is  
19 equitable monetary relief, solely remedial in nature, and not a fine, penalty, punitive  
20 assessment, or forfeiture; (2) any proceedings instituted under this Section would be in  
21 addition to, and not in lieu of, any other civil or criminal remedies as may be provided by  
22 law, including any other proceedings that the FTC may initiate to enforce this Order; and  
23 (3) all money paid to satisfy the monetary judgment is irrevocably paid for purposes of  
24 settlement between the parties.

1 D. Should this Order be modified pursuant to this Section, this Order, in all  
2 other respects, shall remain in full force and effect unless otherwise ordered by the  
3 Court.

4 **IX.**

5 **LIFTING OF ASSET FREEZE**

6 **IT IS FURTHER ORDERED** that the freeze against the assets of the  
7 Defendants pursuant to the Amended Temporary Restraining Order entered by this Court  
8 on June 24, 2009, and by the Preliminary Injunction entered on September 9, 2009, shall  
9 be lifted for the sole purpose of transferring assets pursuant to Sections VI and VII of  
10 this Order, and shall be dissolved upon the transfer of all such assets.

11 **X.**

12 **APPOINTMENT OF RECEIVER TO WIND DOWN**  
13 **RECEIVERSHIP DEFENDANTS AND LIQUIDATE ASSETS**

14 **IT IS FURTHER ORDERED** that Robert G. Wing, the Receiver appointed by  
15 prior orders of this Court, is hereby appointed Receiver for the Receivership Defendants  
16 for the purpose of taking the necessary steps to wind down the businesses of the  
17 Receivership Defendants, liquidate the assets of the Receivership Defendants, the Eborn-  
18 Burnside Assets, and the Miller Assets, and pay any net proceeds to the FTC to satisfy  
19 the monetary judgment in this Order. In carrying out these duties, the Receiver shall be  
20 the agent of this Court, shall be accountable directly to this Court, and is authorized and  
21 directed to:

22 A. Take any and all steps that the Receiver concludes are appropriate to wind  
23 down the Receivership Defendants;

24 B. Continue to exercise full control over the Receivership Defendants and  
25 continue to collect, marshal, and take custody, control, and possession of all the funds,

1 property, premises, accounts, documents, mail, and other assets of, or in the possession  
2 or under the control of the Receivership Defendants, wherever situated, the income and  
3 profits therefrom, and all sums of money now or hereafter due or owing to the  
4 Receivership Defendants, with full power to collect, receive, and take possession of all  
5 goods, chattels, rights, credits, monies, effects, lands, leases, books and records, limited  
6 partnership records, work papers, and records of accounts, including computer-  
7 maintained information, contracts, financial records, monies on hand in banks and other  
8 financial institutions, and other papers and documents of other individuals, partnerships,  
9 or corporations whose interests are now held by or under the direction, possession,  
10 custody, or control of the Receivership Defendants (“Receivership Estate”);

11 C. Continue to have full control over the management and personnel of the  
12 Receivership Defendants, including the authority to remove, as the Receiver deems  
13 necessary or advisable, any director, officer, independent contractor, employee, or agent  
14 of these Defendants from control of, management of, or participation in, the affairs of  
15 these Defendants;

16 D. Take all steps necessary or advisable, including issuing subpoenas, to locate  
17 and liquidate all other assets of the Receivership Defendants, cancel the Receivership  
18 Defendants’ contracts, collect on amounts owed to the Receivership Defendants, and take  
19 such other steps as may be necessary to wind-down, terminate and dissolve the  
20 Receivership Defendants efficiently;

21 E. Take all steps necessary or advisable, including issuing subpoenas, to  
22 identify the name, address, telephone number, date of purchase, program or product  
23 purchased, total amount paid, amount of any full or partial refund or chargeback, and  
24 payment information for consumers who were charged by the Receivership Defendants,  
25

1 and provide the FTC, upon request, with any customer records or other business records  
2 of the Receivership Defendants;

3 F. Make payments and disbursements from the Receivership estate that are  
4 necessary or advisable for carrying out the directions of, or exercising the authority  
5 granted by, this Order. The Receiver shall apply to the Court for prior approval of any  
6 payment of any debt or obligation incurred by the Receivership Defendants prior to the  
7 date of entry of the temporary restraining order in this action, except payments that the  
8 Receiver deems necessary or advisable to secure and liquidate assets of the Receivership  
9 Defendants, such as rental payments or payment of liens;

10 G. Continue to perform all acts necessary or advisable to complete an  
11 accounting of the Receivership assets, and prevent unauthorized transfer, withdrawal, or  
12 misapplication of assets;

13 H. Continue to maintain accurate records of all receipts and expenditures that  
14 he makes as Receiver;

15 I. Continue to enter into contracts and purchase insurance as advisable or  
16 necessary;

17 J. Continue to defend, compromise, adjust, or otherwise dispose of any or all  
18 actions or proceedings instituted in the past or in the future against the Receiver in his  
19 role as Receiver, or against the Receivership Defendants, as the Receiver deems  
20 necessary and advisable to carry out the Receiver's mandate under this Order;

21 K. Continue to maintain bank accounts created as designated depositories for  
22 funds of the Receivership Defendants, and make all payments and disbursements from the  
23 Receivership estate from such an account;

24 L. Continue to perform all incidental acts that the Receiver deems to be  
25  
26

1 advisable or necessary, which includes retaining, hiring, or dismissing any employees,  
2 independent contractors, or agents;

3 M. Continue to cooperate with reasonable requests for information or  
4 assistance from any state or federal law enforcement agency;

5 N. Dispose of, or arrange for the disposal of, the records of the Receivership  
6 Defendants no later than six months after the Court's approval of the Receiver's final  
7 report, except that:

- 8 1. To the extent that such records are reasonably available, the Receiver  
9 shall arrange for records sufficient to ascertain the funds that an  
10 individual consumer paid to the Receivership Defendants to be  
11 retained for a minimum of one year from the entry of this Order, and
- 12 2. If state or local law regulating the Receivership Defendants' business  
13 requires the retention of particular records for a specified period, the  
14 Receiver shall arrange for such records to be disposed of after the  
15 specified period has expired.

16 To safeguard the privacy of consumers, records containing personal financial  
17 information shall be shredded, incinerated, or otherwise disposed of in a secure manner.  
18 For records that must be retained, the Receiver may elect to retain records in their original  
19 form or to retain photographic or electronic copies so long as said records are: 1) kept in  
20 a secure, locked area; 2) stored electronically on a computer network or drive with  
21 restricted access or an encrypted electronic storage device; or 3) redacted of all personally  
22 identifiable information including dates of birth, Social Security numbers, driver's license  
23 numbers or other state identification numbers, passport numbers, financial account  
24 numbers, or credit or debit card numbers. *Provided, however,* that the Receiver may not  
25

1 sell, rent, lease, transfer, disclose, use, or otherwise benefit from the name, address,  
2 telephone number, credit card number, bank account number, e-mail address, or other  
3 identifying information of any person who paid any money to Defendants in connection  
4 with the advertising, promotion, marketing, offering for sale, or sale of any product or  
5 service, except that the Receiver may disclose such identifying information to a law  
6 enforcement agency, or as required by any law, regulation, or court order;

7 O. Perform all acts necessary to protect, conserve, preserve, and prevent waste  
8 or dissipation of the Eborn-Burnside Assets and the Miller Assets until their sale;

9 P. Sell the Eborn-Burnside Assets and the Miller Assets without further order  
10 of the Court;

11 Q. Enter into agreements in connection with the reasonable and necessary  
12 performance of the Receiver's duty to sell the Eborn-Burnside Assets and the Miller  
13 Assets, including but not limited to the retention of assistants, agents, or other  
14 professionals to assist in the sale of the Eborn-Burnside Assets and the Miller Assets; and

15 R. Distribute to the Commission, without further order of the Court, the funds  
16 received from the sale of the Eborn-Burnside Assets and the Miller Assets.

## 17 **XI.**

### 18 **COMPENSATION OF RECEIVER**

19 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by the  
20 Receiver, including counsel to the Receiver and accountants, are entitled to reasonable  
21 compensation for the performance of duties pursuant to this Order and for the cost of  
22 actual out-of-pocket expenses incurred by them, from the assets now held by, in the  
23 possession or control of, or which may be received by, the Receivership Defendants. The  
24 Receiver shall apply to the Court for approval of specific amounts of compensation and  
25



1 expenses and must not increase the hourly rates used as the bases for such fee  
2 applications without prior approval of the Court.

3 **XII.**

4 **RECEIVER'S FINAL REPORT AND DISBURSEMENT**

5 **IT IS FURTHER ORDERED** that:

6 A. No later than sixty (60) days from the date of the entry of this Order, the  
7 Receiver shall file and serve on the parties a report (the "Final Report") to the Court that  
8 details the steps taken to dissolve the Receivership estate. The Final Report must include  
9 an accounting of the Receivership estate's finances and total assets and a description of  
10 what other actions, if any, must be taken to wind down the Receivership.

11 B. The Receiver shall mail copies of the Final Report to all known creditors of  
12 the Receivership Defendants with a notice stating that any objections to paying any assets  
13 of the Receivership Defendants to satisfy the Receiver's costs and expenses and the  
14 monetary judgment set forth in this Order must be submitted to the Court and served by  
15 mail upon the Receiver and the parties within thirty (30) days of the mailing of the Final  
16 Report.

17 C. No later than fifteen (15) days after submission of the Final Report, the  
18 Receiver shall file an application for payment of compensation and expenses associated  
19 with his performance of his duties as Receiver.

20 D. The Court will review the Final Report and any objections to the report and,  
21 absent a valid objection, will issue an order directing that the Receiver:

- 22 1. Pay the reasonable costs and expenses of administering the  
23 Receivership, including compensation of the Receiver and the  
24 Receiver's personnel authorized by Section XI of this Order or other  
25

orders of this Court and the actual out-of-pocket costs incurred by the Receiver in carrying out his duties;

2. Pay all remaining funds to the FTC or its designated agent to reduce the monetary judgment in Section VI.

E. If subsequent actions (such as the completion of tax returns or further actions to recover funds for the Receivership Estate) are appropriate, the Receiver shall file an additional report or reports (the “Supplemental Reports”) describing the subsequent actions and a subsequent application for the payment of fees and expenses related to the subsequent acts.

F. With Court approval, the Receiver may hold back funds for a specified period as a reserve to cover additional fees and costs related to actions to be addressed in a Supplemental Report. If the Receiver does not make a supplemental application for fees and expenses within the specified period, or if funds remain in the reserve fund after the payment of fees and expenses approved by the Court in response to such a supplemental application, all funds in the reserve funds shall be immediately paid to the FTC or its designated agent.

### **XIII.**

#### **COOPERATION WITH FTC COUNSEL**

**IT IS FURTHER ORDERED** that Defendants shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC’s Complaint, cooperate in good faith with the FTC and appear at such places and times as the FTC shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the FTC. If requested in

1 writing by the FTC, Defendants shall appear and provide truthful testimony in any trial,  
2 deposition, or other proceeding related to or associated with the transactions or the  
3 occurrences that are the subject of the Complaint, without the service of a subpoena.

4 The Defendants shall also cooperate fully to assist the Commission in identifying  
5 the name, address, telephone number, date of purchase, program or product purchased,  
6 total amount paid, amount of any full or partial refund or chargeback, and payment  
7 information for consumers who were charged by Defendants, and any further information  
8 the Commission deems necessary to effectuate any redress program for consumers.

9 **XIV.**

10 **COMPLIANCE MONITORING**

11 **IT IS FURTHER ORDERED** that, for the purpose of (1) monitoring and  
12 investigating compliance with any provision of this Order and (2) investigating the  
13 accuracy of any of Defendants' Financial Statements upon which the Commission's  
14 agreement to this Order is expressly premised:

15 A. Within ten (10) days of receipt of written notice from a representative of the  
16 Commission, the Defendants each shall submit additional written reports, which are true  
17 and accurate and sworn to under penalty of perjury; produce documents for inspection  
18 and copying; appear for deposition; and provide entry during normal business hours to  
19 any business location in each of the Defendant's possession or direct or indirect control to  
20 inspect the business operation;

21 B. In addition, the Commission is authorized to use all other lawful means,  
22 including but not limited to:

- 23 1. obtaining discovery from any person, without further leave of court,  
24 using the procedures prescribed by Rules 30, 31, 33, 34, 36, 45 and  
25

69 of the Federal Rules of Civil Procedure;

2. having its representatives pose as consumers and suppliers to the Defendants, their employees, or any other entity managed or controlled in whole or in part by any of the Defendants, without the necessity of identification or prior notice; and

C. Defendants each shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

*Provided however*, that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

## XV.

### COMPLIANCE REPORTING

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of five (5) years from the date of entry of this Order,
  1. Each Individual Defendant shall notify the Commission of the following:
    - a. Any changes in such Defendant's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;

1                   b.     Any changes in such Defendant's employment status  
2                             (including self-employment), and any change in such  
3                             Defendant's ownership in any business entity within ten (10)  
4                             days of the date of such change. Such notice shall include the  
5                             name and address of each business that such Defendant is  
6                             affiliated with, employed by, creates or forms, or performs  
7                             services for; a detailed description of the nature of the  
8                             business; and a detailed description of such Defendant's  
9                             duties and responsibilities in connection with the business or  
10                            employment; and

11                   c.     Any changes in such Defendant's name or use of any aliases  
12                             or fictitious names within ten (10) days of the date of such  
13                             change;

14                   2.     Defendants shall notify the Commission of any changes in structure  
15                             of any business entity that any Defendant directly or indirectly  
16                             controls, or has an ownership interest in, that may affect compliance  
17                             obligations arising under this Order, including but not limited to  
18                             incorporation or other organization; a dissolution, assignment, sale,  
19                             merger, or other action; the creation or dissolution of a subsidiary,  
20                             parent, or affiliate that engages in any acts or practices subject to this  
21                             Order; or a change in the business name or address, at least thirty  
22                             (30) days prior to such change, *provided that*, with respect to any  
23                             such change in the business entity about which a Defendant learns  
24                             less than thirty (30) days prior to the date such action is to take place,

1                   such Defendant shall notify the Commission as soon as is practicable  
2                   after obtaining such knowledge.

3           B.     One hundred eighty (180) days after the date of entry of this Order and  
4 annually thereafter for a period of five (5) years, Defendants each shall provide a written  
5 report to the FTC, which is true and accurate and sworn to under penalty of perjury,  
6 setting forth in detail the manner and form in which they have complied and are  
7 complying with this Order. This report shall include, but not be limited to:

8                   1.     For each Individual Defendant:

- 9                   a.     such Defendant's then-current residence address, mailing  
10                   addresses, and telephone numbers;
- 11                   b.     such Defendant's then-current employment status (including  
12                   self-employment), including the name, addresses, and  
13                   telephone numbers of each business that such Defendant is  
14                   affiliated with, employed by, or performs services for; a  
15                   detailed description of the nature of the business; and a  
16                   detailed description of such Defendant's duties and  
17                   responsibilities in connection with the business or  
18                   employment; and
- 19                   c.     any other changes required to be reported under Subsection A  
20                   of this Section.

21                   2.     For all Defendants:

- 22                   a.     a copy of each acknowledgment of receipt of this Order,  
23                   obtained pursuant to the Section titled "Distribution of  
24                   Order"; and

1                   b.       any other changes required to be reported under Subsection A  
2                               of this Section.

3           C.       Each Defendant shall notify the Commission of the filing of a bankruptcy  
4 petition by such Defendant within fifteen (15) days of filing.

5           D.       For the purposes of this Order, Defendants shall, unless otherwise directed  
6 by the Commission's authorized representatives, send by overnight courier all reports and  
7 notifications required by this Order to the Commission, to the following address:

8                   Associate Director for Enforcement  
9                   Federal Trade Commission  
600 Pennsylvania Avenue, N.W., Room NJ-2122  
Washington, D.C. 20580  
10                  RE: *FTC v. Infusion Media, Inc.*

11 *Provided that*, in lieu of overnight courier, Defendants may send such reports or  
12 notifications by first-class mail, but only if Defendants contemporaneously send an  
13 electronic version of such report or notification to the Commission at [DEBrief@ftc.gov](mailto:DEBrief@ftc.gov).

14           E.       For purposes of the compliance reporting and monitoring required by this  
15 Order, the Commission is authorized to communicate directly with each Defendant.

16                               **XVI.**

17                               **RECORDKEEPING**

18           **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of  
19 entry of this Order, the Corporate Defendants, and the Individual Defendants for any  
20 business for which they, individually or collectively, are the majority owner or directly or  
21 indirectly control, are hereby restrained and enjoined from failing to create and retain the  
22 following records:

23           A.       Accounting records that reflect the cost of goods or services sold, revenues  
24 generated, and the disbursement of such revenues;

1 B. Personnel records accurately reflecting: the name, address, and telephone  
2 number of each person employed in any capacity by such business, including as an  
3 independent contractor; that person's job title or position; the date upon which the person  
4 commenced work; and the date and reason for the person's termination, if applicable;

5 C. Customer files containing the names, addresses, phone numbers, dollar  
6 amounts paid, quantity of items or services purchased, and description of items or  
7 services purchased, to the extent such information is obtained in the ordinary course of  
8 business;

9 D. Complaints and refund requests (whether received directly or indirectly,  
10 such as through a third party) and any responses to those complaints or requests;

11 E. Copies of all sales scripts, web pages, training materials, advertisements, or  
12 other marketing materials; and

13 F. All records and documents necessary to demonstrate full compliance with  
14 each provision of this Order, including but not limited to, copies of acknowledgments of  
15 receipt of this Order required by the Sections titled "Distribution of Order" and  
16 "Acknowledgment of Receipt of Order" and all reports submitted to the FTC pursuant to  
17 the Section titled "Compliance Reporting."

18 **XVII.**

19 **DISTRIBUTION OF ORDER**

20 **IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of  
21 entry of this Order, Defendants shall deliver copies of the Order as directed below:

22 A. Corporate Defendant: Each Corporate Defendant must deliver, through the  
23 Receiver, a copy of this Order to (1) all of its principals, officers, directors, and managers;  
24 (2) all of its employees, agents, and representatives who engage in conduct related to the  
25



1 subject matter of the Order; and (3) any business entity resulting from any change in  
2 structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For  
3 current personnel, delivery shall be within five (5) days of service of this Order upon such  
4 Defendant. For new personnel, delivery shall occur prior to them assuming their  
5 responsibilities. For any business entity resulting from any change in structure set forth  
6 in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least  
7 ten (10) days prior to the change in structure.

8       B.     Individual Defendant as control person: For any business that an Individual  
9 Defendant controls, directly or indirectly, or in which such Defendant has a majority  
10 ownership interest, such Defendant must deliver a copy of this Order to (1) all principals,  
11 officers, directors, and managers of that business; (2) all employees, agents, and  
12 representatives of that business who engage in conduct related to the subject matter of the  
13 Order; and (3) any business entity resulting from any change in structure set forth in  
14 Subsection A.2 of the Section titled "Compliance Reporting." For current personnel,  
15 delivery shall be within five (5) days of service of this Order upon such Defendant. For  
16 new personnel, delivery shall occur prior to them assuming their responsibilities. For any  
17 business entity resulting from any change in structure set forth in Subsection A.2 of the  
18 Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the  
19 change in structure.

20       C.     Individual Defendant as employee or non-control person: For any business  
21 where an Individual Defendant is not a controlling person of a business but otherwise  
22 engages in conduct related to the subject matter of this Order, such Defendant must  
23 deliver a copy of this Order to all principals and managers of such business before  
24 engaging in such conduct.

1 D. Defendants must secure a signed and dated statement acknowledging  
2 receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy  
3 of the Order pursuant to this Section.

4 **XVIII.**

5 **ACKNOWLEDGMENT OF RECEIPT OF ORDER**


6 **IT IS FURTHER ORDERED** that each Defendant, within five (5) business days  
7 of receipt of this Order as entered by the Court, must submit to the Commission a truthful  
8 sworn statement acknowledging receipt of this Order.

9 **XIX.**

10 **RETENTION OF JURISDICTION**


11 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this  
12 matter for purposes of construction, modification, and enforcement of this Order.

13  
14 IT IS SO ORDERED this 4th day of October, 2010.

15  
16   
17 \_\_\_\_\_  
18 Gloria M. Navarro  
19 United States District Judge  
20  
21  
22  
23  
24  
25  
26

1 SO STIPULATED AND AGREED:


2 FOR DEFENDANTS INFUSION MEDIA, INC.; WEST COAST  
3 INTERNET MEDIA, INC.; TWO WARNINGS, LLC; TWO PART  
4 INVESTMENTS, LLC; AND PLATINUM TELESERVICES, INC.

5   
6 MATTHEW L. LEWIS  
7 D. ZACHARY WISEMAN  
8 Ray, Quinney & Nebeker P.C.  
9 36 South State Street, Suite 1400  
Salt Lake City, UT 84111  
(801) 323-3338/3349  
(801) 326-3395 (facsimile)  
mlewis@rqn.com; zwiseman@rqn.com

Date: 8/6/10

10 COUNSEL FOR INFUSION MEDIA, INC.;  
11 WEST COAST INTERNET MEDIA, INC.;  
12 TWO WARNINGS, LLC; TWO PART  
INVESTMENTS, LLC; AND PLATINUM  
TELESERVICES, INC.

13  
14 FOR DEFENDANTS JONATHAN EBORN; INFUSION MEDIA,  
15 INC.; WEST COAST INTERNET MEDIA, INC.; TWO WARNINGS,  
LLC; AND TWO PART INVESTMENTS, LLC

16   
17 JONATHAN EBORN, INDIVIDUALLY AND  
18 AS AN OFFICER OF INFUSION MEDIA,  
19 INC.; WEST COAST INTERNET MEDIA,  
INC.; TWO WARNINGS, LLC; AND TWO  
PART INVESTMENTS, LLC

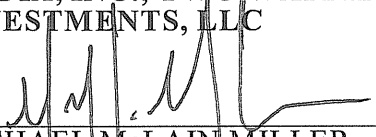
Date: 7/13/10

20  
21 FOR DEFENDANTS STEPHANIE BURNSIDE AND WEST COAST  
22 INTERNET MEDIA, INC.

23   
24 STEPHANIE BURNSIDE, INDIVIDUALLY  
25 AND AS AN OFFICER OF WEST COAST  
INTERNET MEDIA, INC.

Date: 7/13/10

1 FOR DEFENDANTS MICHAEL McLAIN MILLER; INFUSION  
2 MEDIA, INC.; TWO WARNINGS, LLC; AND TWO PART  
INVESTMENTS, LLC

3   
4 MICHAEL McLAIN MILLER,  
5 INDIVIDUALLY AND AS AN OFFICER OF  
6 INFUSION MEDIA, INC.; WEST COAST  
INTERNET MEDIA, INC.; TWO  
7 WARNINGS, LLC; AND TWO PART  
INVESTMENTS, LLC

Date: 15 July 2010

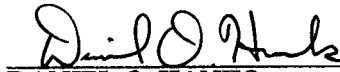
1 **FOR DEFENDANTS TONY NORTON AND PLATINUM**  
2 **TELESERVICES, INC.**

3 

Date: 7-21-2010

4 **TONY NORTON, INDIVIDUALLY AND AS**  
5 **AN OFFICER OF PLATINUM**  
6 **TELESERVICES, INC.**

7 **FOR THE PLAINTIFF**  
8 **FEDERAL TRADE COMMISSION:**

9 

Date: 10/1/10

10 **DANIEL O. HANKS**  
11 **KATHLEEN BENWAY**  
12 **Attorneys**  
13 **Federal Trade Commission**  
14 **Washington, D.C. 20580**  
15 **(202) 326-2472, -2024**  
16 **(202) 326-3395 (facsimile)**  
17 **dhanks@ftc.gov; kbenway@ftc.gov**

**ATTACHMENT A**  
**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

FEDERAL TRADE COMMISSION,  
  
Plaintiff,  
  
v.  
  
INFUSION MEDIA, INC., *et al.*,  
  
Defendants.

**Civil Action No. 2:09-cv-01112-  
GMN-LRL**

**ACCOUNT SCHEDULE**

The following list identifies the accounts referred to in Section VI.A.9 of the Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief as to Infusion Media, Inc.; West Coast Internet Media, Inc.; Two Warnings, LLC; Two Part Investments, LCC; Platinum Teleservices, Inc.; Jonathan Eborn; Stephanie Burnside; Michael McInain Miller; and Tony Norton:

<b>DBA</b>	<b>Account Number</b>
Income Initiative Pro	xxxxxxxxxx383494
Income Initiative Pro	xxxxxxxxxx385804
Income Initiative Pro	xxxxxxxxxx390564
Income Initiative Pro	xxxxxxxxxx391323
Income Initiative Pro	xxxxxxxxxx391968
Income Initiative Pro	xxxxxxxxxx383551
Income Initiative Pro	xxxxxxxxxx386554
Income Initiative Pro	xxxxxxxxxx390820
Income Initiative Pro	xxxxxxxxxx392388
Income Initiative Pro	xxxxxxxxxx393162
Mony Tree Systems	xxxxxxxxxx384518

1	Mony Tree Systems	xxxxxxxxxxx398658
2	Mony Tree Systems	xxxxxxxxxxx399466
3	Mony Tree Systems	xxxxxxxxxxx400090
4	Mony Tree Systems	xxxxxxxxxxx401775
5	Mony Tree Systems	xxxxxxxxxxx405404
6	Mony Tree Systems	xxxxxxxxxxx405453
7	Mony Tree Systems	xxxxxxxxxxx388253
8	Mony Tree Systems	xxxxxxxxxxx385135
9	Mony Tree Systems	xxxxxxxxxxx397007
10	Mony Tree Systems	xxxxxxxxxxx400793
11	Mony Tree Systems	xxxxxxxxxxx398104
12	Mony Tree Systems	xxxxxxxxxxx402070
13	Mony Tree Systems	xxxxxxxxxxx403417
14	Mony Tree Systems	xxxxxxxxxxx404373
15	Mony Tree Systems	xxxxxxxxxxx405057
16	Mony Tree Systems	xxxxxxxxxxx384765
17	Mony Tree Systems	xxxxxxxxxxx389798
18	Mony Tree Systems	xxxxxxxxxxx400231
19	Mony Tree Systems	xxxxxxxxxxx401254
20	Mony Tree Systems	xxxxxxxxxxx395878
21	Mony Tree Systems	xxxxxxxxxxx403490
22	Mony Tree Systems	xxxxxxxxxxx404068
23	Mony Tree Systems	xxxxxxxxxxx405263
24	Mony Tree Systems	xxxxxxxxxxx383239
25	Mony Tree Systems	xxxxxxxxxxx386489
26	Mony Tree Systems	xxxxxxxxxxx392347
27	Mony Tree Systems	xxxxxxxxxxx395597
	Mony Tree Systems	xxxxxxxxxxx398591
	Mony Tree Systems	xxxxxxxxxxx400041

1	Mony Tree Systems	xxxxxxxxxx401692
2	Mony Tree Systems	xxxxxxxxxx405479
3	Mony Tree Systems	xxxxxxxxxx405503
4	Mony Tree Systems	xxxxxxxxxx383296
5	Mony Tree Systems	xxxxxxxxxx385911
6	Mony Tree Systems	xxxxxxxxxx392099
7	Mony Tree Systems	xxxxxxxxxx392834
8	Mony Tree Systems	xxxxxxxxxx398534
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19	Mony Tree Systems	xxxxxxxxxx404191
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21	Safelock ID	xxxxxxxxxx438058
22	Safelock ID	xxxxxxxxxx438074
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24	Safelock ID	xxxxxxxxxx439130
25	Safelock ID	xxxxxxxxxx442993
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27	Safelock ID	xxxxxxxxxx438595
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